Polish Emergency V - End User License Agreement

§1. General Statements

- §1.1. All Models and other files and materials (also stated as resources) received electronically or physically delivered are copyrighted. All rights to these Models and materials are owned and reserved by Polish Emergency V Devteam (otherwise PEV Team). These rights are protected by copyright laws respected in the Republic of Poland and/or European Union, international treaty provisions and other applicable laws.
- §1.2. This software is provided "as is" and PEV accepts no responsibility for any loss or damage, of any kind, resulting from the use, inability to use or otherwise misuse of this software. PEV disclaims any and all warranties and representations of any kind regarding the subject matter of this agreement.
- §1.3. All resources subjected to this license are created exclusively for use in the Singleplayer mode of the game titled "Grand Theft Auto V" or "Grand Theft Auto Five" created by Rockstar Games Studio.
 - §1.3.1. Polish Emergency V Team is not affiliated with or endorsed by Rockstar North, Take-Two Interactive or other rightsholders. Any trademarks used belong to their respective owners.
- §1.4. Every entity possessing resources subjected to the provisions of this License Agreement (including, but not limited to, the license restrictions set forth below) is granted, the Licensee, a personal limited, worldwide, royalty-free, non-transferable and non-exclusive license (without the right to sublicense) to download and use resources for the uses expressly authorized below. Pursuant to the Agreement in relations between the Licensee and PEV all the rights to the files subjected by this license are and shall remain the property of PEV. The Licensee also does not acquire any license rights to the PEV resources, except for the rights which have been explicitly granted to the Licensee on the basis of this Agreement, or on the basis of other written arrangements between the Licensee and PEV.
- §1.5. Polish Emergency V team reserves the right to distribute models with a license which applies only to specific parties. This exclusive license is obtained by agreement with the PEV Team.
 - §1.5.1. Special case license mentioned in §1.5. may include agreements different from those stated in the main EULA (<u>https://polishemergencyv.com/license.pdf</u>)
 - §1.5.2. The term "specific parties" mentioned in §1.5. is referring (but not limiting to) patreon supporters of Polish Emergency V

§2. Authorised Uses

- §2.1. By accepting this Agreement, Polish Emergency V grants the Licensee the rights to:
 - §2.1.1. Download and enter the PEV's resources into the computer and game files of "Grand Theft Auto V".
 - §2.1.2. Create private (non-sharable) copies of PEV's resources exclusively for backup or archival reasons
 - §2.1.3. Use the PEV's resources in the Singleplayer mode of "Grand Theft Auto V".
 - §2.1.4. Modify the resources in the texture dictionary file (saved as ".ytd" format) for personal use.
 - §2.1.5. Publish modified ".ytd" file according to terms specified in §2.2.
- §2.2. User is able to publish modified texture dictionary file without any additional permission from Polish Emergency V when they meet requirements of:
 - A. including ONLY file ".ytd" from the original set of PEV's resources;
 - B. acknowledging the PEV team as original creators;
 - C. providing full credits with published files;
 - D. providing a link to the official release of PEV's content;
 - E. not being officially forbidden from creating modifications by Polish Emergency V Team;
 - §2.2.1. All modified resources made according to the rules mentioned in §2.1.6. and §2.2. must be shared free of charge;

§3. License Restrictions

- §3.1. You may not, and you may not permit anyone to:
 - §3.1.1. Claim or misrepresent ownership of any resource subjected by this license;
 - §3.1.2. Publish, distribute or redistribute any resource subjected by this license;
 - §3.1.2.1. This rule does not apply for users working according to agreements described in §2.1.6.; §2.2. and §2.2.1.;
 - §3.1.2.2. Activities mentioned in §3.1.2. are forbidden in both online and physical forms;
 - §3.1.3. Interfere in integrity of any resource subjected by this license;
 - Following activities are considered as interfering with integrity:
 - A. Making any changes to the 3D model;
 - B. Converting or adapting resource or its part to work with or inside game and software other than Grand Theft Auto V;
 - C. Breaking the security measures implemented on the resource by PEV Devteam;
 - D. Changing file format of anything considered as PEV's resource;

- E. Altering, obscuring or removing any trademarks, identifications or notices contained within the resource;
- §3.1.4. Use PEV's resources on online servers of FiveM/RageMP modifications for Grand Theft Auto V;
- §3.1.5. Sell or offer to sell the resources subjected by this license;
- §3.1.6. Earn money in any way by using PEV's resources;
- §3.2. Person whose License has been terminated (according to statements in §4.) is forbidden from using PEV's resources in any way.
- §3.3. You agree to prevent any unauthorized use of PEV's resources. You agree to adhere to any posted instructions, directions or limitations on usage and reproduction of said resources. You will be responsible for any costs incurred by Polish Emergency V or any other party (including attorneys' fees) as a result of your misuse of the resources subjected by this license.

§4. Termination of License

- §4.1. You may terminate this License Agreement at any time by manually deleting PEV's resources from your computer.
- §4.2. The license rights granted under this Agreement will immediately and automatically terminate without notice if you fail to comply with any term or condition of this Agreement.
- §4.3. Polish Emergency V Team reserves the right to decide about termination of the User's license if we think that Licensee might pose a threat to PEV's property or our good name.
- §4.4. Upon termination of License, the User is required to immediately discontinue use of and destroy any downloaded resource subjected by this license.
- §4.5. Termination or expiration of this License Agreement takes effect only on the rights granted to the Licensee (mentioned in §2.) while other sections shall remain unaffected.

§5. Acceptance of the Terms and Conditions of the Agreement

- §5.1. Agreement becomes effective after the acceptance of its terms by the Licensee and remains in effect by the time it is terminated upon the terms and conditions set out in the Agreement.
- §5.2. The Licensee undertakes to adhere to the terms and conditions of this agreement and the provisions of the Regulations by expressing their acceptance through downloading, installation, starting, or use of PEV's resources.

§6. Legal Notice

§6.1. This Agreement is governed by the laws of the Republic of Poland and European Union. You expressly agree that any disputes related to this Agreement will be resolved in a Court of Lower Silesian Voivodeship and you consent to personal jurisdiction and venue of those courts. If any part of this Agreement is found void and unenforceable the balance of the Agreement will remain valid and enforceable according to its terms.

§7. Contact Information

- §7.1. Communication with Polish Emergency V Team can be established by:
 - I. e-mail: polishemergencyv@gmail.com
 - II. discord: <u>https://discord.gg/kYnKgf4na2</u>
 - III. facebook: <u>https://www.facebook.com/PolishEmergencyV</u>
 - IV. website: <u>www.polishemergencyv.com</u>

Copyright Polish Emergency V 2020-2021 All rights reserved.